

March 12, 2014

The City responds to IAFF proposals as set forth in the attached chart summarizing IAFF's proposals to date. The City proposes the following, which includes counters to IAFF's proposal detailed in the attached Chart. The City has submits proposals on the below subjects.

1. Remove BC's from Bargaining Unit [Discussion delayed]
2. Eliminate Work Down
3. ~~Cross Staffing~~ [Withdrawn by City]
4. Eligibility Lists for Fire Engineer and Captains
5. Light Duty Days
6. Constant Minimum Staffing
7. ~~Eliminate D Step Upon Promotion~~ [TA]
8. 15% differential [Article 1.11]
9. Eliminate CTO [Article 2.02]
10. Eliminate CTO [Article 2.03]
11. 15% differential [Article 2.10]
12. Salary Adjustment [**3-12-14**]
13. Professional Enrichment [**3-12-14**]
14. Bi-Lingual Pay [**3-12-14**]
15. Strike Team Pay
16. ~~Standby pay elimination~~ [Withdrawn by City]
17. Driver's license
18. Medical Insurance Cost Sharing [**3-12-14**]
19. ~~Sick Leave~~ [TA]
20. Vacation Leave
21. ~~Direct Deposit~~ [TA]
22. FI Rest and Recovery
23. ~~Maternity Uniforms~~ [TA]
24. ~~K-9 pay~~ [TA]
25. Term and Effect [Article 1.07] [**2-19-14**]
26. Discipline [**2-19-14**]
27. Article 4.09-Grievances [**3-12-14**]
28. Retirement [**3-12-14**]
29. Side Letter termination [To be submitted]
30. Maternity Leave [**3-12-14**]
31. Article 1.02 [**3-12-14**]
32. Article 1.05.II.B [**3-12-14**]
33. RMT [**3-12-14**]

The City reserves the right to provide amend, modify, withdraw proposals, and/or to provide additional new proposals during the negotiations.

IAFF PROPOSAL		CITY RESPONSE	
1.02 RECOGNITION 1/27/14		REJECT, but counter with #31	
1.03 CITY RIGHTS		WITHDRAWN BY IAFF	
1.04 LOCAL RIGHTS 1/28/14		REJECT, but counter with #4	
1.05 II.b EMPLOYEE RIGHTS 1/29/2014		REJECT, but counter with #32	
1.05 FFOBOR/POBOR		REJECT, but counter with #26	
1.06 LABOR MANAGEMENT 1/29/14		REJECT	
1.07 TERM AND EFFECT 1/27/14		REJECT, but counter with #25	
1.08 MOU REVISIONS 1/29/14		REJECT	
1.09 REOPENER 1/29/14		REJECT, reject but counter with #25	
1.11 GENERAL PROVISIONS		REJECT, but counter with #8 AND #11	
2.01 WAGES 1/29/14		REJECT, but counter w/#12	
2.02 OVERTIME		REJECT, IAFF was checking to withdraw	
2.03 COMP TIME 1/29/14		REJECT, but counter with #9 and #10	
2.05 STRIKE TEAM PAY		REJECT, but counter with #15	
2.26 STANDBY PAY		REJECT	
2.07 OCA		REJECT	
2.09 BI-LINGUAL PAY		REJECT, but counter #14	
2.10		REJECT, but	

DIFFERENTIAL PAY		counter with #8 and #11	
2.11 MILEAGE REIMBURSEMENT		REJECT	
2.12 UNIFORMS		TA	
2.13 PROFESSIONAL ENRICHMENT		REJECT, counter with #13	
2.14 EDUCATION PAY (INCENTIVE PAY)		REJECT	
2.19.1 RHS		REJECT	
2.19.2 RMT		REJECT, but counter with 33	
3.01 WORK PERIOD		REJECT, but counter with rest period #22	
3.02 VACATION		REJECT, but counter with vacation sell back #20	
3.03 SICK LEAVE		TA	
3.4 BEREAVEMENT (UNION LEAVE BANK)		REJECT	
3.05 HOLIDAYS (HARD HOLIDAYS)		REJECT, but counter #5	
3.08 SHIFT EXCHANGE		REJECT	
3.09 CIVIL SERVICE RULES		WITHDRAWN BY IAFF	
4.02 EQUIPMENT RESPONSIBILITY		REJECT	
4.03 LICENSEING REQUIREMENTS (PARAMEDIC)		REJECT, but counter with #17	
4.05 STAFFING LEVELS		REJECT, but counter with #6	
4.06 STATION MAINTENANCE AND REPAIR		REJECT	
4.08 DIRECT DEPOSIT		TA	
4.09 DISCIPLINE PROCEDURE		REJECT, but counter with #26	
MATERNITY LEAVE		REJECT, but	

		counter with #30	
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CITY OF CHULA VISTA PROPOSAL TO IAFF
REGARDING SALARY ADJUSTMENTS

PROPOSAL #____
DATE: March 12, 2014

CITY PROPOSAL:

The City makes the following proposal regarding salary adjustments. This proposal is contingent upon acceptance of (and part of package) with the City's proposal on RMT and medical benefits cost sharing. The City reserves the right to modify, add, or delete any part of this proposal including withdrawing the package and reverting back to the last formal proposals.

CONCERN:

The City seeks to be prudent and financially responsible in providing salary increases to IAFF members. The City is still facing financial difficulties.

CITY PROPOSAL:

City of Chula Vista proposal to IAFF:

The following shall be added to Section II [Compensation], Subsection A [Wages], Article 2.01 [Wages], paragraph I:

A. Salary adjustments shall be made as follows:

1. In the first full pay period following IAFF ratification and City Council Approval of an MOU via resolution, IAFF represented employees shall receive a one-time stipend in the amount of \$1200. This stipend shall be non-PERSable.

In the alternative, IAFF may elect to apply the \$1200 stipend set forth in paragraph 1, to the RMT. Application of the stipend to the RMT must be for all members.

2. In the first full pay period of July 2014, all IAFF represented employees shall receive 1%.
3. In the first full pay period of July 2015, IAFF represented employees shall receive a one-time stipend in the amount of \$1000. This stipend shall be non-PERSable.
4. The stipend and wage increase set forth above shall not be retroactive and implementation of the terms shall the full pay period following IAFF ratification and City Council approval of an MOU via resolution.

RESULT: The City provides additional compensation in a manner that is fiscally prudent during challenging financial times.

[End]

CITY OF CHULA VISTA PROPOSAL TO IAFF
REGARDING PROFESSIONAL ENRICHMENT

PROPOSAL #____
DATE: March 12, 2014

PROPOSALS:

The City submits the instant proposal regarding professional enrichment

CURRENT LANGUAGE:

ARTICLE 2.13 PROFESSIONAL ENRICHMENT

Employees represented by Local 2180 are eligible to participate in the City's Professional Enrichment Program. The Professional Enrichment Fund allotment for Local 2180 is \$35,000 each fiscal year. Employees are eligible to receive up to \$1,000 per fiscal year for Professional Enrichment. Funds may be used at any time during the fiscal year. Fiscal year reimbursement under the City's Professional Enrichment Plan will be closed the second Thursday in June. Employees may request professional enrichment expenses in accordance with state and federal law. Employees must receive approval from the Fire Chief, Deputy Chief(s) or their Battalion Chief and the City Manager's designee before funds may be claimed for reimbursement. Reimbursements are on a first come, first serve basis until the annual allotment of funds has been exhausted. If more than 35 unit employees apply for Professional Enrichment reimbursement, the annual allotment shall be increased the following fiscal year to an amount equal to the product of \$1,000 times the number of applicants in the proceeding year.

CONCERN:

The City seeks to ensure that Professional Enrichment is used on educational activities that are related to the employee's current job or career path with the City.

PROPOSAL:

ARTICLE 2.13 PROFESSIONAL ENRICHMENT

Employees represented by Local 2180 are eligible to participate in the City's Professional Enrichment Program. To qualify as a reimbursable expense, the employee must demonstrate a nexus to their current job or career path. Requests for professional enrichment must be approved by their immediate supervisor, battalion chief, Deputy Chief, Fire Chief, and City Manager designee, prior to any expense being incurred, and under the following terms:

- The training needs/requests are identified in performance goals; and
- The training is to improve current skills or help in career advancement; and

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- The Employee is to report out/follow-up after the training, as requested by their Supervisor. Prior to the training, the employee and supervisor shall meet and discuss if and how the employee will report out/follow-up. If the employee and supervisor do not agree on how to report out, their Battalion Chief shall decide and such decision shall be final. Types of reporting out/follow-up may include, but are not limited to, writing a “white paper” on the subject or subjects taught, presenting a presentation to their crew; or discussing the course with their supervisor.

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The Professional Enrichment Fund allotment for Local 2180 is \$59,000 each fiscal year. Employees are eligible to receive up to \$1,000 per fiscal year for Professional Enrichment. Funds may be used at any time during the fiscal year. Fiscal year reimbursement under the City’s Professional Enrichment Plan will be closed the second Thursday in June. Employees may request professional enrichment expenses in accordance with state and federal law. ~~Employees must receive approval from the Fire Chief, Deputy Chief(s) or their Battalion Chief and the City Manager’s designee before funds may be claimed for reimbursement.~~ Reimbursements are on a first come, first serve basis until the annual allotment of funds has been exhausted. ~~If more than 35-unit employees apply for Professional Enrichment reimbursement, the annual allotment shall be increased the following fiscal year to an amount equal to the product of \$1,000 times the number of applicants in the proceeding year.~~

Professional Enrichment may be used for Professional Enrichment dues. Eligible Professional Associations shall me determined by mutual agreement and placed on an authorized list. If there is any disagreement, the final decision shall be made by the Human Resources Director. However, dues for CPF and IAFF or other similar entities shall not be eligible for reimbursement.

RESULTS:

The changes ensure that Professional Enrichment is used for educational purposes that have a link to the employee’s current job or career path, which benefits the City.

CITY OF CHULA VISTA PROPOSAL TO IAFF
REGARDING BI-LINGUAL PAY

PROPOSAL #____
DATE: March 12, 2014

PROPOSALS:

The City and IAFF have exchanged proposals on bi-lingual pay. The City submits the following.

CURRENT LANGUAGE:

ARTICLE 2.09 BILINGUAL PAY

Those employees who, upon verification by the Fire Chief and the Director of Human Resources, and who successfully complete a Bilingual Performance Examination for the following languages: Spanish, Tagalog, Vietnamese, and Japanese, who use their bilingual skills will receive \$200 per month in addition to their regular pay. In order to continue receiving bilingual pay, employees must successfully complete a Bilingual Performance Examination once every three (3) years.

CONCERN:

The City must be cautious and prudent in its use of public monies. In addition, other City employee's are paid less for similar services.

PROPOSAL:

ARTICLE 2.09 BILINGUAL PAY

Those employees who, upon verification by the Fire Chief and the Director of Human Resources, and who successfully complete a Bilingual Performance Examination for the following languages: American Sign Language ("ASL") Spanish, Tagalog, Vietnamese, and Japanese, who use their bilingual skills will be eligible for bi-lingual pay as follows.

1. If an employee passes an examination showing a basic level of proficiency they shall receive \$125 per month in addition to their regular pay. An employee who is at a basic level of proficiency shall have the skills to sufficiently and competently obtain and communicate (speak) basic information with citizens, including, but not limited to, using and understanding greetings, introductions, numbers, addresses and locations, money, days of the week, months of the year, members of the family, knowing body parts, describing and understanding complaints of pain or injury, description of witnesses or other persons, rooms in a building, interrogative words, pronouncing and using names correctly, and giving and following general directions during medical aids, inspections, or

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investigation. The communication should of such a nature that the employee is able to speak in complete sentences and is readily understood by the member of the public being communicated with. ~~receive \$200 per month in addition to their regular pay.~~ In order to continue receiving bilingual pay at this level, employees must successfully complete a Bilingual Performance Examination once every three (3) years. The Human Resources Department shall develop and administer testing to determine if an employee is at a basis proficiency level. Current bi-lingual pay incumbents shall continue to receive \$200 until retested, at which time their proficiency shall be determined and bi-lingual pay adjusted accordingly.

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- 2. If an employee passes an examination showing an advanced level of proficiency they shall receive \$225 per month in addition to their regular pay. An employee who is at advanced level of proficiency shall have the skills to read, write, and speak in any of the above languages at above a high school level, including demonstrating the ability to use medical, legal, and/or technical terminology. The communication should be of such a nature that the communication is at a more detailed and complex level, with little to no difficulty in communication during medical aids, inspections, or investigations. The Human Resources Department shall develop and administer testing to determine if an employee is at an advanced proficiency level. After an employee passes the City administered examination showing an advanced level of proficiency then no further re-testing is required.

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RESULTS:

The City is cautious and prudent in the use of public monies. In addition, bi-lingual pay is uniform within the City for routine bi-lingual communications. The City also moves towards IAFF's position that bi-lingual communications in certain situations (complex medical calls and arson investigations) require a greater level of skill.

**CITY OF CHULA VISTA PROPOSAL TO IAFF
REGARDING COST SHARING MEDICAL BENEFITS**

PROPOSAL #____
DATE: March 12, 2014

PROPOSAL:

The City submits the following updated proposal regarding cost sharing of medical benefits:

CONCERN:

The City needs to be fiscally prudent and responsible with its funds. The City generally pays all costs for health care for IAFF members. Healthcare costs have increased significantly since 2006. The City has assumed all premium increases during this time period. As health care premiums continue to escalate, the City payment for the entire costs is not sustainable. Such costs should be shared with employees.

Employees make elections for health care benefits during open enrollment, generally in the October/November, for the following calendar year. IAFF members made elections for calendar year 2014 based on the current medical benefit formula. Since the open enrollment has already occurred, the City's is now proposing to phase in the changes to medical benefits.

CITY PROPOSAL:

Article 2.15 shall now read as follows:

ARTICLE 2.15 EMPLOYEE BENEFITS

I. Health, Dental and Vision Insurance

Effective upon City's Council's approval of an IRS Section 125 Cafeteria Plan Amendment in calendar year 2014, the City will provide the following benefits to each represented employee:

Description	Kaiser	Non-Kaiser HMO	Non-Kaiser PPO	Dental HMO	Dental PPO
Employee only	City pays 100% of the premium.	Employee pays \$50 per month; City pays balance of the premium.	City pays an amount equal to the City share of the Non-Kaiser HMO premium; Employee pays the balance of the premium.	City pays 100% of premium.	City pays an amount equal to the premium for the Dental HMO; Employee pays the balance of the premium.
Employee +1 and Employee + 1 or more dependents)	Employee pays \$50 per pay period; City pays balance of the premium.	Employee pays \$50 per pay period; City pays balance of the premium.	City pays an amount equal to the City share of the Non-Kaiser HMO premium; Employee pays the balance of the premium.	City pays 100% of premium.	City pays an amount equal to the premium for the Dental HMO; Employee pays the balance of the premium.

The above \$50 per pay period payment will begin upon City Council's adoption of an IRS Section 125 Cafeteria Plan Amendment.

Effective **January 1, 2015** the City will provide the following benefits to each represented employee:

	Kaiser	Non-Kaiser HMO	Non-Kaiser PPO	Dental HMO	Dental PPO
Employee only	City pays 100% of the premium.	Employee pays \$50 per month; City pays balance of the premium.	City pays an amount equal to the City share of the Non-Kaiser HMO premium; Employee pays the balance of the premium.	City pays 100% of premium.	City pays an amount equal to the premium for the Dental HMO; Employee

					pays the balance of the premium.
Employee +1	City pays 85% of the premium; Employee pays the balance of the premium.	City pays 85% of the premium; Employee pays the balance of the premium.	City pays an amount equal to the City share of the Non-Kaiser HMO premium; Employee pays the balance of the premium.	City pays 85% of the premium; Employee pays the balance of the premium.	City pays an amount equal to the premium for the Dental HMO; Employee pays the balance of the premium.
Employee +family	City pays 85% of the premium; Employee pays the balance of the premium.	City pays 85% of the premium; Employee pays for the balance of the premium.	City pays an amount equal to the City share of the Non-Kaiser HMO premium; Employee pays for the balance of the premium.	City pays 85% of the premium; Employee pays for the balance of the premium.	City pays an amount equal to the premium for the Dental HMO; Employee pays the balance of the premium.

Represented employees who are married to another represented employee have the option of being covered as an Employee Only or as a dependent under their spouse's Employee + One or Employee + Family coverage level.

A. Enrollment:

1. [Health] Each eligible employee will be covered under the City offered health plan of their choice effective from employee's date of hire in that eligible position. Premium payments shall be as set forth in the table above. Any difference between the City's share of the health premium and the full premium cost will be paid by the employee through payroll deductions. Employees who fail to submit required benefit election forms within 30 days of the date of eligibility will be automatically enrolled in the Employee Only category of the lowest cost City sponsored health plan available. Employees who fail to enroll during open enrollment will be enrolled in their same health plan with all other elections being cancelled. ~~or during open enrollment will automatically be enrolled in the Kaiser Employee Only plan.~~

2. [Dental] Represented employees will be eligible to participate in any City sponsored group dental plan effective ~~the first of the month following the employee's~~ date of hire. Premiums payments shall be as set forth in the table above. Any difference between the pre-paid dental plan premium and the PPO dental plan premium will be paid by the employee through payroll deductions. Employees may only change their health or dental coverage levels at open enrollment or upon a qualifying event (marriage, divorce, birth, adoption, etc.).

3. [Employee Paid Medical and Dental Premiums Taken as Pre-Tax Payroll Deductions] It is the intent of the parties that participating employees receive the maximum benefit allowable in accordance with IRS regulations. However, any tax consequence shall be borne solely by the employee. In those cases where the employee pays a portion of the cost, premiums will be deducted from the employee's paycheck on a pre-tax basis as allowed under Sections 125, 105, and 213 of the Internal Revenue Code. If an employee prefers to have the deductions taken on a post-tax basis, he or she must present the request for such change in writing to the Human Resources Department. If the City does not meet IRS requirements, or if IRS regulations change for any reason, this benefit may be discontinued.

4. [Vision – Optional] Represented employees will be eligible to voluntarily participate in a City sponsored group vision plan. The premium for the selected plan will be paid by the employee through payroll deductions.

5. [Insurance Coverage While on Leave of Absence Without Pay] Represented employees on leave without pay for any reason may continue, at their own expense, their group insurance coverage by paying the full cost of their premium plus a 2% administrative fee.

Upon an employee's return from leave without pay, the employee's benefits will be reinstated to the same benefit level in effect prior to the beginning of the leave without pay status, provided the employee is eligible to receive City benefits. An employee who pays for the cost of his or her insurance while on leave of absence and who returns to work prior to the 15th of the month, will not be required to pay their insurance premiums for that month.

6. [Termination of Benefits Upon Separation of Employment] An employee's coverage under the City's group medical, dental, and ~~vision group term life insurance~~ plans is effective through the last day of the month in which the employee's termination is effective. Employees may continue their coverage beyond that date, at his or her own expense, in accordance with the federal COBRA law. The cost of COBRA coverage is his or her premium cost plus a 2% administrative fee.

II. Flexible Spending Accounts (FSAs)-Health Care and Dependent Care

Represented employees will be eligible to participate in the two Flexible Spending Account (FSA) options offered by the City. These accounts are allowed by Sections 125, 105, 129, and 213 of the Internal Revenue Code. Employees may elect to set aside a portion of their salary, on a pre-tax basis, to fund eligible health care and dependent care expenses. If the City does not meet IRS regulations, or if the IRS regulations change for any reason, this benefit may be discontinued. The employee shall solely responsible for any tax consequences.

The maximum amounts an employee may set aside are:

\$2,500 for Health Care
\$5,000 for Dependent Care

These accounts may only be established during the Benefits Open Enrollment period or within 30 days of a qualifying change in family status as defined by the IRS.

Salary deductions will be taken 24 pay periods per year, bi-weekly except for those months with three pay periods, where deductions will only be taken two times.

Reimbursements will be made on a schedule to be determined by the City. Requests for reimbursement must be made on forms provided by the City. Any monies not used by the end of the plan year will be forfeited. Specific details of the plan are provided in the City's Summary of Benefits publication available from Human Resources.

The City reserves the right to contract with a Third Party Administrator for administration of FSAs. The City will pay the start-up costs associated with third party administration. Participating employees will pay any fees (monthly, per employee, or per transaction).

RESULT:

The City uses its funds in a fiscally sound and prudent manner and the employee shares in the cost of medical benefits.

[End]

CITY OF CHULA VISTA PROPOSAL TO IAFF
REGARDING GRIEVANCE PROCEDURES

PROPOSAL #____
DATE: March 12, 2014

PROPOSAL:

IAFF submitted revisions to the Grievance Procedure set forth in Article 4.09. The City submits the following proposal on Article 4.09

CONCERN:

The Grievance procedure needs to be an efficient method to resolve disagreements over MOU terms.

PROPOSAL:

ARTICLE 4.09 GRIEVANCE PROCEDURE

This grievance procedure shall be in effect during the full term of this Memorandum of Understanding.

Section 1. **PURPOSE.** The purposes and objectives of the Grievance Procedure are to:

- (1) Resolve disputes arising from the interpretation, application or enforcement of specific terms of this MOU.
- (2) Encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances through the several supervisory levels where necessary.
- (3) Resolve grievances as quickly as possible and correct, if possible, the causes of grievances thereby reducing the number of grievances and future similar disputes.

Section 2. **DEFINITIONS.** For the purpose of this grievance procedure the following definitions shall apply:

- (1) **Manager:** The City Manager or his/her authorized representative.
- (2) **Day:** A calendar day, excluding Saturdays, Sundays and hard holidays as described by this MOU.

- (3) Department head or head of a department: The chief executive officer of a department.
- (4) Director of Human Resources: The Director of Human Resources or his/her authorized representative.
- (5) Employee: Any officer or regular (not temporary) employee of the City, except an elected official.
- (6) Employee representative: An individual who speaks on behalf of the employee.
- (7) Grievance: A complaint of an employee or group of employees arising out of the application or interpretation of a specific clause in this MOU.
- (8) Immediate supervisor: The individual who assigns, reviews, or directs the work of an employee.
- (9) Superior: The individual to whom an immediate supervisor reports.

Section 3. REVIEWABLE AND NON-REVIEWABLE GRIEVANCES.

- (1) To be reviewable under this procedure a grievance must:
 - (a) Concern matters or incidents that have occurred in alleged violation of a specific clause in this MOU; and
 - (b) Specify the relief sought, which relief must be within the power of the City to grant in whole or in part.
- (2) A grievance is not reviewable under this procedure if it is a matter which:
 - (a) Is subject to those reserved City Management Rights as stipulated under Section 4 of the Employer-Employee Relations Policy for the City of Chula Vista or under management rights as specified in this MOU.
 - (b) Is reviewable under some other administrative procedure and/or rules of the Civil Service Commission such as:
 - 1. Applications for changes in title, job classification or salary.
 - 2. Appeals from formal disciplinary proceeding.

3. Appeals arising out of Civil Service examinations.
4. Appeals from work performance evaluations.
5. Appeals that have Affirmative Action or civil rights remedy.

(c) General complaints not directly related to specific clauses of this MOU.

(d) Would require the modification of a policy, regulation, procedure, or rule established by the City Council or by law.

(e) Relates to any City group insurance or retirement programs.

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(3) The Human Resources Director shall determine if a grievance is timely and if a matter is subject to the grievance procedures set forth herein. The Human Resources director's decision shall be final.

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Section 4. GENERAL PROVISION OF THE GRIEVANCE PROCEDURE.

(1) Grievances may be initiated only by the employee or employees concerned and may not be pursued without his/her or their consent.

(2) Procedure for Presentation. In presenting his/her grievance, the employee shall follow the sequence and the procedure outlined in Section 5.

(3) Prompt Presentation. The employee shall discuss his/her grievance with his/her immediate supervisor within ~~ten-fifteen~~ (+015) working days after the act or omission of management causing the grievance, or within ~~ten-fifteen~~ (+015) working days of when the employee, with the exercise of reasonable diligence, should have discovered the act or omission being grieved. The date and time of the discussion shall be documented by his or her immediate supervisor and a copy will be provided to the employee via email or memo.

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No Grievance shall be accepted beyond the time limits established in this procedure. An employee who failed to timely file a Grievance or request to proceed to the next Grievance level will be deemed to have waived any further Grievance and the Grievance shall not proceed any further. If a City official

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fails to respond within the time limits set forth in this procedure, the employee may request that the matter proceed to the next level of review. ▲

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(4) Prescribed Form. The written grievance shall be submitted on a form prescribed by the Director of Personnel for this purpose.

(5) Statement of Grievance. The grievance shall contain a statement of:

- (a) The specific situation, act or acts complained of as an MOU violation;
- (b) The inequity or damage suffered by the employee; and
- (c) The relief sought.

(6) Employee Representative. The employee may choose someone to represent him/her at any step in the procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time, unless he/she so desires.

(7) Handled During Working Hours. Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.

(8) Extension of Time. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended. ▲

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(9) Consolidation of Grievances. If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances shall, whenever possible, be handled as a single grievance.

(10) Settlement. Any complaint shall be considered settled without prejudice at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.

(11) Reprisal. The grievance procedure is intended to assure a grieving employee the right to present his/her grievance without fear of disciplinary action or reprisal by his/her supervisor, superior or department head, provided he/she observes the provisions of this grievance procedure.

(12) Back pay. The resolution of a grievance shall not include provisions for back pay retroactive further than ~~twenty-30 (230)~~ working days prior to the date the grievance is filed. ~~However, if with the exercise of reasonable diligence the act or omission being grieved was not discovered within 10 working days of its occurrence, and the grievance is subsequently timely filed pursuant to Section IV (3), then the resolution of the grievance may include provision for back pay for a maximum period of one year from the date the grievance was filed.~~

Section 5. GRIEVANCE PROCEDURE STEPS. The following procedure shall be followed by an employee submitting a grievance pursuant to policy:

Step 1 Discussion with Supervisor. The employee shall discuss his/her grievance with his/her immediate supervisor informally. Within three (3) working days, the supervisor shall give his/her decision to the employee orally.

Step 2 Written Grievance to Superior. If the employee and supervisor cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within the three (3) working days' limit, the employee may within seven (7) working days present his/her grievance in writing to his/her supervisor who shall endorse his/her comments thereon and present it to his/her superior within seven (7) working days. The superior shall hear the grievance and give his/her written decision to the employee within seven (7) working days after receiving the grievance.

Step 3 Grievance to Department Head. If the employee and superior cannot reach an agreement as to a solution of the grievance or the employee has not received a written decision within the seven (7) working days' limit, the employee may within seven (7) working days present his/her grievance in writing to his/her department head. The department head shall hear the grievance and give his/her written decision to the employee within seven (7) working days after receiving the grievance.

Step 4 Grievance to Director and Manager. If the grievance is not settled at the department head level, it may be submitted by the Association Representative within twenty (20) working days to the Personnel Director, who shall investigate and report his/her findings and recommendations to the City Manager within ten (10) working days. The City Manager shall provide his/her answer within ten (10) additional working days. The times indicated may be extended by mutual agreement. Any Employee grievance will be filed with the Association Representative at Step 4.

Following the submission of the City Manager's answer, and before going to Section 6, Advisory Arbitration, matters which are unresolved shall be discussed at a meeting between the parties during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.

Section 6. ADVISORY ARBITRATION.

Any dispute or grievance which has not been resolved by the Grievance Procedure may be submitted to advisory arbitration by the Association Representative or the City without the consent of the other party providing it is submitted within ten (10) working days, following its termination in the Grievance Procedure. The following Advisory Arbitration procedures shall be followed:

(1) The requesting party will notify the other party in writing of the matter to be arbitrated and the contract provision(s) allegedly violated. Within five (5) working days of the receipt of this notice, the parties may agree upon an arbitrator, or a panel of three arbitrators trained in conducting grievance hearings. If agreement on an arbitrator cannot be reached the State Department of Industrial Relations shall be requested by either or both parties to provide a list of five arbitrators. Both the City and the Association shall have the right to strike two names from the list. The party requesting the arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

(2) The arbitrator shall hear the case within twenty (20) working days after the arbitrator has been selected unless otherwise agreed by the parties. The arbitrator may make a written report of their findings to the Association and the City within fifteen (15) working days after the hearing is concluded. The arbitrator shall make rules of procedure. The decision of the arbitrator shall be advisory to the City Manager who shall render a final decision within ten (10) working days.

The arbitrator shall have no authority to amend, alter or modify this MOU or its terms and shall limit recommendations solely to the interpretation and application of this MOU. The above time limits of this provision may be extended by mutual agreement.

(3) Each grievance or dispute will be submitted to a separately convened arbitration proceeding except when the City and the Association mutually agree to have more than one grievance or dispute submitted to the same arbitrator.

(4) The City and the Association shall share the expense of the arbitrator~~s, and and witnesses and shall share equally any other expenses, including those~~ of a stenographer; ~~(-if required by either party).~~ If the City ~~either party~~ elects not to follow the advisory decision rendered by the arbitrator, ~~that party~~ the City shall pay the ~~entire~~ cost of the ~~arbitration process, including the expense~~ of the arbitrator~~; witnesses~~ and/or stenographer.

RESULT:

The Grievance procedure becomes an efficient method to resolve disagreements over MOU terms.

CITY OF CHULA VISTA PROPOSAL TO IAFF
REGARDING PENSION BENEFITS

PROPOSAL #____
DATE: March 12, 2014

PROPOSALS:

The City submits the following proposal regarding Pension Benefits.

CONCERN:

The pension agreements between the City and the IAFF reached in 2011 are in a side letter ("MOA") rather than in the MOU. In addition, the State subsequently enacted AB 340, the Public Employee's Pension Reform Act of 2013 (PEPRA). The City seeks compliance with PEPRA and incorporation of the parties' 2011 agreements.

PROPOSAL:

ARTICLE 2.18 RETIREMENT

The City will provide to represented members retirement benefits via contract with the California Public Employees Retirement System (CalPERS) as set forth in the California Government Code.

TIER I. For employees hired on or before the effective date of the January 14, 2011 MOA, the City will provide the 3% at 50 Retirement Plan for Local Safety Members as provided for under the California Public Employees' Retirement System (CalPERS). Employees in Tier 1 shall make contributions, that shall be applied to the City's (employer share) contribution to CalPERS under Government Code section 20516 for optional benefits, in the total amount of nine percent (9%) for Employees in the "Local Firefighters" CalPERS member category. The aforementioned contributions will be made on a pre-tax basis to the extent permitted by Internal Revenue Code section 414(h)(2).

The City will provide the following CalPERS contract options:

- A. One-Year Final Compensation
- B. Post-Retirement Survivor Allowance
- C. Credit for Unused Sick Leave
- D. 4th Level 1959 Survivor Benefit.
- E. Military Service Credit as Prior Service
- F. Cost of Living Allowance (2%)
- G. Post-Retirement Survivor Allowance Continuance
- H. Pre-Retirement Death Benefit for Spouse
- I. Retired Death Benefit \$5,000
- J. Prior Service Credit

K. Employer Paid Member Contribution

2. TIER II. For Employees hired after the effective date of the January 14, 2011 MOA and who do not qualify as “new members” as defined by PEPRA (see Gov’t Code section 7522.04(f)(1)-(3)) and CalPERS, the CalPERS Retirement Plan benefits for Employees in the “Local Firefighters” CalPERS member category are (1) the 3% @ 55 retirement formula; (2) that the Employees make 100% of the statutory employee (employee share) contribution to CalPERS, currently 9%; (3) that there be no final year concession of said payments to compensation for CalPERS benefit calculation purposes; and (4) the use of an average highest three consecutive years calculation to determine final compensation. Furthermore, the City will no longer provide a blended health care rate for Employees hired under the Second Tier CalPERS Retirement Plan.

The City will provide the following CalPERS contract options:

- A. Post-Retirement Survivor Allowance
- B. Credit for Unused Sick Leave
- C. 4th Level 1959 Survivor Benefit.
- D. Military Service Credit as Prior Service
- E. Cost of Living Allowance (2%)
- F. Post-Retirement Survivor Allowance Continuance
- G. Pre-Retirement Death Benefit for Spouse
- H. Retired Death Benefit \$5,000
- I. Prior Service Credit

Tier III. [PEPRA] For Employees hired on or after January 1, 2013 and determined to be “new members” as defined by PEPRA (see Gov’t Code section 7522.04(f)(1)-(3) and CalPERS, the following shall apply: (1) a 2.7% @ 57 retirement formula; (2) no EMPC; (3) the use of an average highest three consecutive years calculation to determine final compensation; (4) employees shall pay 50% of the total normal cost of their pension, as set forth in PEPRA and determined by CalPERS; (5) pension capped as set forth in PEPRA (Gov’t Code section 7522.10(c)(2)); and (6) no blended health care rate for Employees under this Tier.

The City will provide the following CalPERS contract options:

- A. Post-Retirement Survivor Allowance
- B. Credit for Unused Sick Leave
- C. 4th Level 1959 Survivor Benefit.
- D. Military Service Credit as Prior Service
- E. Cost of Living Allowance (2%)
- F. Post-Retirement Survivor Allowance Continuance
- G. Pre-Retirement Death Benefit for Spouse
- H. Retired Death Benefit \$5,000

I Prior Service Credit
RESULTS:

Compliance with State law (PEPRA).

[END]

CITY OF CHULA VISTA PROPOSAL TO IAFF
REGARDING MATERNITY LEAVE

PROPOSAL #____
DATE: March 12, 2014

PROPOSALS:

IAFF submitted a proposed maternity leave policy. The City currently provides leave in compliance with State and Federal law. IAFF expressed a concern about which work schedule an employee would be on while on leave because of birth or termination of the pregnancy and proposing a 40 hour work schedule. The City submits the following counter regarding maternity leave based upon IAFF's concern.

| CONCERN:

The City must be cautious and prudent in its use of public monies.

PROPOSAL:

1. The following shall be added to Article 3.03 Sick Leave:

“I. An employee, who has given birth, or at termination of their pregnancy, and is out on leave, may elect to either be on a 40-hour schedule or 56-hour schedule while out on said leave. The employee shall notify their Supervisor of their decision as to which work schedule will be used during their leave, the pay period prior to being out on leave or, if unable to do so because of unexpected medical reasons, as soon as possible. Any change in schedule shall be effectuated to begin in a complete pay period. There shall be no changes during portion of pay periods. In the absence of an employee election, the employee shall be on a 56 hours schedule.

2. This section is contingent upon and shall not be implemented without IAFF agreement to City Proposals 8 and 11 regarding elimination of 15% differential for those not assigned as training Captains. IAFF shall also withdraw their proposal on Maternity Leave Policy.

RESULTS:

The City moves towards IAFF position on this issue and continues to be cautious and prudent in the use of public monies.

CITY OF CHULA VISTA PROPOSAL TO IAFF
REGARDING 1.02 RECOGNITION

PROPOSAL #____
DATE: March 12, 2014

CITY PROPOSAL:

IAFF made several proposals regarding 1.02. The City counters as follows.

CONCERN:

Article 1.02 should accurately reflect classifications represented by IAFF.

CITY PROPOSAL:

The City recognizes local 2180 as the certified representative for safety employees in the City of Chula Vista who are employed in the classifications of Fire Fighter, Fire Engineer, ~~and~~ Fire Captain, Fire Inspector 1/Fire Investigator, Fire Inspector II/Fire Investigator, Senior Fire Investigator/Fire Investigator, and Fire Prevention Engineer/Fire Investigator, hereinafter referred to as “represented employees” or “employees.”

RESULT:

The Article reflects classification represented by IAFF.

[End]

CITY OF CHULA VISTA PROPOSAL TO IAFF
REGARDING 1.05 .II.B [Employee Personnel Records]

PROPOSAL #____
DATE: March 12, 2014

CITY PROPOSAL:

IAFF made several proposals regarding 1.05.II.B, the City counters as follows.

CONCERN:

In terms of Article 1.05.II.B, IAFF adds language regarding Department Personnel Files. The Fire Department no longer retains Department Personnel Files. Instead, personnel files are maintained by the Human Resources Department. HR Personnel files should reflect the employees complete employment history.

CITY PROPOSAL:

Article 1.05.II.B to remain as currently written.

RESULT:

Disciplinary records older than three years continue to not be used in promotional oral boards to establish eligibility lists. HR files reflect the employees complete employment history.

[End]

CITY OF CHULA VISTA PROPOSAL TO IAFF
REGARDING RMT

PROPOSAL #____
DATE: March 12, 2014

CITY PROPOSAL:

IAFF proposed an RMT. The City counters with the attached RMT. It is contingent upon acceptance of (and part of package) with the City's proposal on salary adjustment and medical benefits cost sharing. The City reserves the right to modify, add, or delete any part of this proposal including withdrawing the package and reverting back to the last formal proposals.

CONCERN:

The City must be cautious and prudent in the use of the public's monies.

CITY PROPOSAL:

The following article shall be added to the MOU:

ARTICLE X.XX RMT

All employees covered by this Agreement shall participate in a retiree medical expense reimbursement plan administered by the PORAC Retiree Medical Trust (RMT). This Plan is designed to permit organizations representing employees to designate on a pre-tax basis salary and/ or leave payouts which occur upon termination of employment to be used to help pay for health insurance costs when the employee is no longer working for the City. The trust shall be and remain separate and apart from any Employer health insurance funding program.

A Retirement Medical Trust ("RMT") will be established in the same format the City has agreed to utilize in its Side Letter with the Chula Vista police Officers' Association ("POA"). Commencing the first full pay period after the effective date of the MOU, IAFF employees will contribute \$100 per month into the RMT by automatic deduction from their salary to be remitted monthly [in one aggregate check], to the plan administrator. There shall be no City contributions to the RMT. An employee can use vacation pay due upon separation for contributions to the RMT. The City will pay one-time administrative start-up costs to establish the RMT, up to a cap of \$8500.

Upon retirement of an employee covered by this Agreement, the employer shall transfer into the PORAC RMT, an amount equal to 100% of the cash value of the employee's vacation and compensation time leave balance for which they would receive payment. The employer shall contribute the monies on a pre-tax basis. There shall be no employee election to take the amount in cash.

Local 2180 members have the right to alter the amount of salary deduction or the percentage of leave balance contribution at separation from service during the course of

this Agreement, on a uniform basis, for all employees covered by the Agreement, subject to approval of its members according to the Local's internal rules.

The City of Chula Vista hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and depositing the required contributions set forth above.

Exeception: Thus provision shall not apply to an employee that has lifetime retiree medical coverage based on US military service.

RESULT:

The City moves towards IAFF's position, but remains cautious and prudent in the use of the public's monies.

[End]